CLEVELAND-CUYAHOGA COUNTY
REQUEST FOR PROPOSALS

Issue Date: February 17, 2016

RFP Title: Workforce Innovation and Opportunity Act (WIOA)
Workforce Service Center Operator and
Services to Job Seekers and Employers

Issuing Department: Cuyahoga County Office of Procurement and Diversity
Address: Administration Building, Second Floor
2079 E. 9th Street
Cleveland, Ohio 44115
Phone: (216) 443-7200
Fax: (216) 443-7206

Using Department and Address: City of Cleveland/Cuyahoga County Department of Workforce Development
1020 Bolivar Road
Cleveland, Ohio 44115

Sealed proposals will be received until March 22, 2016 at 11:00 a.m. (OPD)

All inquiries should be directed to:
Jayanti Bhattacharya, Deputy Director Phone: 216-698-2363; Email: bhattj@ecjobs.us
Rosie Dean, Program Officer 4 Phone: 216-698-2385; Email: deanr03@ecjobs.us

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED TO THE SENDER.

All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and the successful bidder shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council’s web site at http://council.cuyahogacounty.us/.
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PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP WI-16-36158)

OhioMeansJobs|Cleveland-Cuyahoga County, a joint effort of the City of Cleveland/Cuyahoga County Department of Workforce Development, is now soliciting proposals from agencies and organizations interested in providing: (1) Workforce Service Center Operator Services, Services to Job Seekers and Employers; (2) Services to Special Population; and (3) An Integrated Career Online High School Services.

A pre-proposal conference is scheduled for **Friday, February 26, 2016 at 1:00 P.M.** at the OhioMeansJobs|Cleveland-Cuyahoga County office at 1020 Bolivar Road, Euclid Room, Cleveland, Ohio, 44115. Copies of the proposal specification are available from the Office of Procurement and Diversity [Phone: (216) 443-7200]. **Specifications will not be made available at the conference.**

Vendors are also encouraged to register with the County’s BuySpeed Vendor Registration Program on the Internet at [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) to receive notices of future bid opportunities [Phone: (216) 443-7200]. Awarded Contractors must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at [www.inspectorgeneral.cuyahogacounty.us](http://www.inspectorgeneral.cuyahogacounty.us)

Completed proposals must be submitted to the Office of Procurement and Diversity, 2079 E. 9th Street, Second Floor, Cleveland, Ohio 44115, no later than **11:00 a.m. on March 22, 2016.**

**By Order of the County Executive of Cuyahoga County:**

ARMOND BUDISH

And

**By Order of the Mayor of the City of Cleveland:**

FRANK G. JACKSON

Lenora M. Lockett, Director
Office of Procurement and Diversity

This notice may be viewed at the following Cuyahoga County Internet Website: [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) by selecting “Notices and Contracts Search”. At “Select Item Type to view by”, click on “Notices”. Next enter the “Notice Bid Close Date” range or “Notice Number” and select “search” to view applicable notices.
PROPOSAL INFORMATION AND OVERVIEW

A. Introduction and Purpose of the RFP:

It is the purpose of OhioMeansJobs|Cleveland-Cuyahoga County (OMJ|CC), the name brand of the Workforce system of the City of Cleveland and Cuyahoga County Departments of Workforce Development, to establish programs and systems to prepare dislocated workers and adults who are economically disadvantaged, unemployed and/or under-employed, and disconnected youth for worthwhile and sustainable employment, especially in recognizing those low-income adults and others in special need.

Further, OhioMeansJobs|Cleveland-Cuyahoga serves as a workforce development catalyst, promoting not only a strong workforce development effort, but also supporting our community’s capacity to meet the challenges of a high productive workplace by assuring that such programs and systems are well-planned and supported by the private sector, are well coordinated, accessible, are of high quality, and demonstrate an acceptable return on taxpayer investment due to prudent, cost-conscious management. Proposals need to demonstrate a thorough understanding of the “demand-facing” model of service delivery in job matching and job training plans understanding the skills that businesses need in their workforce.

Vision of the City of Cleveland/Cuyahoga County Workforce Development Board:

Our vision is to expand the Greater Cleveland economy by creating a world class workforce.

Mission Statement of the City of Cleveland/Cuyahoga County Workforce Development Board:

Our mission is to provide leadership and services that strengthen the workforce system, drive economic development, and link employers to job seekers throughout Cleveland and Cuyahoga County.

B. Background and Problem Statement:

On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128), a comprehensive law that reforms and modernizes the public workforce system. WIOA provides resources, services, and leadership tools for the workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.

The Governor has designated local “Workforce Investment Areas” that have established local Workforce Development Boards. Customers will benefit from a “Workforce Service” delivery system, with centrally located career centers, where they can access career training and employment services and be referred directly to job search assistance, training/education that is necessary for employment or other services related to job placement, employment retention and/or increased wages.

WIOA authorizes the Workforce Investment System (dba OhioMeansJobs|Cleveland-Cuyahoga County) to deliver a broad array of integrated services to individuals seeking jobs and skills training, as well as employers seeking skilled workers by improving the workforce system, more closely aligning it with regional economies. WIOA defines the required activities authorized for One-Stop Operators. Bidders are encouraged to read the Act (https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf) to understand the scope of authorized activities. In general, these activities are:

- “To establish a one-stop delivery system described in section 121 (e);
- To provide the career services described in Section 134 (c) (2) to adults and dislocated workers, respectively, through the one-stop delivery system in accordance with such paragraph;
• To provide training services described in Section 134 (c)(3) to adults and dislocated workers, respectively, described in such paragraph;
• To establish and develop relationships and networks with large and small employers and their intermediaries; and
• To develop, convene, or implement industry or sector partnerships.”

WIOA requires that standards for success be established for organizations that provide job search services and outlines a system for determining their initial eligibility to receive funds. It establishes the funding mechanism for States and local areas, specifies participant eligibility criteria, and authorizes a broad array of services for youth, adults, and dislocated worker, as well as employers. It also authorizes certain statewide activities and a system of accountability to ensure that customer needs are met.

According to a recent study commissioned by the Cleveland Foundation entitled "Building Opportunities for Cleveland Residents: Aligning Demand and Supply of Professional and Technical Education” (September 2014), 64% of Ohio jobs will require a postsecondary credential by 2020. In Cuyahoga County, only 58% of the population possesses this credential and that ratio decreases to 43% for the City of Cleveland. Furthermore, in Cuyahoga County, there are 12.9% residents who do not possess a high school diploma. The lack of this credential makes it difficult for them to progress out of low-paying, low-skilled jobs. With no pathway, they remain locked into these jobs and reliant on public assistance. Anecdotal information from the business service representatives at Ohio Means Jobs – Cleveland/Cuyahoga County (the local American Jobs Center) shows that this is not only a barrier for the working poor but for businesses that need to continue to develop their workforce. Businesses report that free in-house training may not be viable for hard-working front-line staff that do not have the reading or math skills required to successfully take the training.

C. Scope of Work:

The OMJ|CC, together with the Cleveland/Cuyahoga Workforce Development Board (WDB), is soliciting proposals from qualified vendors to provide the services described in this request for proposals. Proposals should address service collaboration through OhioMeansJobs|Cleveland-Cuyahoga County (OMJ|CC) and its partners in providing full range of services to job seekers, including but not limited to eligibility determination, case management, career pathways development, employment and supportive services. Proposals should also address reaching out to employers and providing them with full range of services. Bidders must possess strong linkages with employers and mandated partners, demonstrate a willingness and an ability to collaborate with OMJ|CC management and staff, and be committed to match job-ready individuals with employers in real-time. Bidders may choose to partner with other potential bidders and submit a joint proposal to offer services to the eligible job seeker populations and employers.

Recognizing that work is integral to an individual’s dignity and sense of self within the community, the purpose of OMJ|CC is to address the employment, re-employment, retention, and workforce needs of our community. OMJ|CC will establish and maintain strong partnerships with employers, the public sector, and local educational institutions to supply the workforce with the necessary skills that employers seek, in which all benefit with each successful entry to the world of work.

Due to the limitations of WIOA resources, applicants are strongly encouraged to develop a system-wide approach that maximizes available resources, and provides a comprehensive array of services responsive to the unique needs of the target population(s).

Funded service providers shall be subject to all applicable federal, state, and local service area laws, regulations, policies, and/or directives.

Bidders may submit a separate proposal for one or more of the following services:

Option 1: Operate the OMJ|CC centers, service the eligible job seeker populations, provide workforce-related services to employers and manage the On-the-Job Training Program;
Option 2: Provide workforce services to special populations; or
Option 3: Provide an integrated career online high school services

Option 1: Operate the OMJ|CC centers or One-Stop, service the eligible job seeker populations, provide workforce-related services to employers and manage the On-the-Job Training Program:

This option will select a Workforce Service Center Operator who will operate the offices of OMJ|CC by providing personnel and coordinating the work of the “mandatory” partners to assist job seekers by providing the full range of career, employment, training and supportive services. The selected Workforce Service Center Operator will also provide a broad range of services to meet the needs of businesses and employers through a high-quality business services unit which will include directly managing the On-the-Job Training (OJT) Program. The winning vendor will enter into OJT contracts with employers after the OJT application and plan have been reviewed and approved by the WDB OJT Review committee. These contracts will be written per OJT policies adopted by the WDB and monitored and reimbursement made to the employer under the terms of the contract. See attached OJT Program Policy and Procedures. Please note that the OJT Policy and Procedures may change during the course of the contract depending on changes in WIOA and state policies.

The OMJ|CC operator will be responsible for the on-going functioning of the service centers, located at 1020 Bolivar Road, Cleveland, Ohio and 11699 Brookpark Road, Parma, Ohio.

In addition, there are two access points located at Southgate at 5398 Northfield Rd, Maple Heights, OH 44137 and at Westshore at 9830 Lorain Ave, Cleveland, OH 44102.

For the calendar year ending December 31, 2015, the following number of individuals accessed and/or were determined WIOA eligible for services in the workforce service system:

- 1020 Bolivar Road, Cleveland = 10,826 individuals
- 11699 Brookpark Road, Parma = 9,870 individuals
- Access Points: Southgate = 4,517 and Westshore = 2,454
- Total Number of OJT contracts issued = 31

The One-Stop system shall include but not be limited to:

- Provision of basic career services which include outreach, job search & job placement and labor market information; and individualized career services, which include comprehensive assessments, development of individual employment plans, counseling, and career planning;
- Access to training services, in which job seekers are linked to job opportunities in their communities, including occupational and basic skills training. Participants use an "individual training account" to select an appropriate program from an eligible training provider;
- Access to programs and activities carried out by all WIOA one-stop partners;
- Access to data, information, and analysis for the local labor market; and
- Provision of employers services, such as, but not limited to business community engagements; job fairs; marketing and outreach; on-the-job training program; processing job orders from small, medium, large and growing business employers; and rapid response services to address business closures and staff layoffs.

Senior management of the City of Cleveland/Cuyahoga County Department of Workforce Development will oversee the contractor’s management of the day-to-day operations of the workforce system in general and of OMJ|CC in particular. Service providers will follow the policies and procedures of OMJ|CC including work schedules/hours.

Option 2: Provide workforce services to special populations:

This option will select the most qualified vendor to assist the workforce needs of special population, e.g., reentry, people with disabilities, older workers, homeless, etc. The selected vendor is responsible for reaching out to this underserved population; provide need-based assessment; assist them in finding employment and keeping their jobs.
Workforce services to the target Special Population include, but not limited to:
- Marketing and outreach to underserved target special population;
- Need-based assessment and referrals for specialized services, not available at the OMJ|CC center;
- Access to training services;
- Access to employment and training activities;
- Access to programs and activities carried out by all WIOA one-stop partners;

**Option 3: Provide an Integrated Career Online High School Services.**

This option will select the most qualified vendor to provide an integrated career online high school services and to assist drop outs earn their high school diploma and gain career skills. The selected vendor will provide flexible program, available anytime, geared toward busy, working adults.

The successful vendor is expected to have the following:
- Demonstrated knowledge in designing online curriculum to address adults who have been unsuccessful in high school;
- Demonstrated capability to help adult drop outs earn their high school diploma and gain career skills;
- Staff and personnel are qualified and supported by state board certification.
- Description of the online curriculum, its general career preparation courses and their credits;
- Detailed description of the student engagement that includes online curriculum, online support, academic coaching and career engagement;
- Description of the strategies to be utilized to ensure student success, that include student recruitment, program management, and academic coaching;
- Description of how academic support will be provided;
- Description of how student activities will be monitored;
- Description of how the attainment of high school diploma leads to employment and how employment leads to career success;
- Description of strategies to be utilized when students are undecided in career majors
- Provide a teacher to student ratio to ensure active academic support in each core subject area.

**D. Size of Funding Requests**

As to the estimated cost for this program, OMJ|CC, along with the City of Cleveland/Cuyahoga County Workforce Development Board, will determine funding amounts based on the needs of the local area, the proposers’ demonstrated ability in administering funds, and on the availability of funds. Funding amounts may increase or decrease during the contract period based on the funds available, contractor performance, and/or local area needs.

**E. Deliverables:**

**WIOA Program Outcomes:**
WIOA requires a comprehensive accountability system to determine the effectiveness of services provided. Providers will work closely with OMJ|CC to implement state and local performance measures and attain the prescribed standards for the delivery of WIOA services. Given the very recent transition to WIOA performance measures may be further defined, modified, and new measures may be introduced. In the event that such changes occur, OMJ|CC will renegotiate contracts.

WIOA Program outcomes are:

- **Entered Employment Rate:** Of those who are not employed at the date of participation, the number of adult participants who are employed in the first quarter after the exit quarter divided by the number of adult participants who exit during the quarter.
- **Employment Retention Rate:** Of those who are employed in the first quarter after the exit quarter, the number of adult participants who are employed in both the second and third quarters after the exit quarter divided by the number of adult participants who exit during the quarter.
Six Months Average Earnings: Of those adult participants who are employed in the first, second, and third quarters after the exit quarter, the total earnings in the second quarter plus the total earnings in the third quarter after the exit quarter divided by the number of adult participants who exit during the quarter.

Average Earnings Change in Six Months: Of those who are employed in Q1 after exit, the total post-program earnings (earnings in Q2 + Q3 after exit) minus pre-program earnings (earnings in Q2 + Q3 prior to registration) divided by the number of adults who exit during the quarter.

F. Work Schedule:

The funding period for this RFP is July 1, 2016 through June 30, 2019. Contracts will initially be awarded for a twelve-month period beginning July 1, 2016, with an option to extend for two succeeding additional twelve-month period (until June 30, 2019); the option to extend will be based on available funds and on the performance of the contractor. Funding levels for requested programs are contingent upon the availability of funds. OMJ|CC reserves the right to modify the scope, funding, and length of the program to any extent necessary to ensure compliance with federal, state and/or local laws, regulations, policies, guidelines and/or directives.

G. Minimum Vendor Qualifications:

In order for offers to be considered responsive, vendors must have at least two (2) years of documented, successful experience in providing skills-based workforce development services to adults, dislocated workers, and/or special population, as well providing services to employers. Vendors providing an integrated career online high school services must be an accredited online school, with at least two (2) years of experience in providing online education.

A vendor’s failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

Collaborations and Sub-Contractors statement:

Cuyahoga County encourages organizations to form collaborations if they enhance service delivery and performance outcomes. These partnerships should maximize available resources and range of services in order to better meet the needs of the target population. A lead organization must be identified if the proposal is being submitted by a collaboration of organizations. That organization must submit the proposal under their name and will be responsible for managing all relationships with participating agencies. The submitted proposals should be clear on the roles and responsibilities of each of the partner organizations collaborating in the program. In addition, all proposals submitted by collaboration must include letters of agreement between the partners detailing the commitment of each organization.

If the provider uses any sub-contractors, the proposal must detail the responsibility of each.

Note: the substitution of one sub-contractor for another may be made but only at the discretion of the County and with prior written approval. The selected provider will be responsible for the sub-contractors meeting all the terms and conditions of the specifications.

Responsibilities of the Lead Agency

1. Contracting with OMJ|CC and complying with all terms and conditions of that agreement for the delivery of services;

2. Cooperating with OMJ|CC and the appropriate Workforce Development Board (WDB) committee(s) in the development and implementation of the local workforce development system;

3. Oversight and monitoring of all program activities, including collaborative partners;

4. Administering and reporting all funds paid to the program;
5. Assisting in the collection of grant-funded eligibility documentation; reviewing and entering appropriate service information into the Ohio Workforce Case Management System (OWCMS) and/or another data collection system determined by OMJ|CC, and submitting all performance documentation to the OMJ|CC;

6. Collaborating with the organizations identified in the proposal, other service providers, and those mandated by WIOA and OMJ|CC, and/or the State of Ohio, including:
   - Local education agencies;
   - Social service agencies, public housing agencies, TANF/OWF, foster care, youth service providers, and other related programs;
   - Chambers of Commerce and other economic development agencies;
   - Business/Industry;
   - Organized Labor;
   - Employer service team;
   - Mandatory partners in the OMJ|CC workforce service system;
   - OMJ|CC centers and system; and
   - Other WIOA contract awardees.

7. Coordinating with partners in program design, implementation and capacity building/staff development and ensuring that the program meets performance outcomes;

8. Conducting customer satisfaction surveys of participants and employers and using the results to develop and implement a continuous improvement plan.

H. Constraints:

Given the very recent transition to WIOA, some changes and policies may evolve during the program’s implementation stage. OMJ|CC will work with contractors to ensure these changes are fully understood and incorporated.
PROPOSAL SUBMISSION INFORMATION

A. Proposal Format:
The County discourages overly lengthy and costly proposals. In order for the County to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals must be submitted with one original and four copies, along with one electronic copy labeled and saved on a USB drive as a pdf file. All proposals submitted will become the property of Cuyahoga County and will not be returned.

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of Cuyahoga County and the vendor.

General Guidelines

1. Print all narratives on 8 ½ x 11” plain white paper with margins of 1” on each side. All narratives must be printed in 12-point font (type). Each narrative must contain a heading that clearly indicates the narrative category you are responding to, i.e., program design, program objectives, etc. Keep narratives as concise as possible while providing all the information requested. The maximum length of the program narrative should not exceed 25 pages.

2. Each page of the proposal must be numbered sequentially at the bottom of the page. These page numbers will then be inserted into your Table of Contents (Proposal Checklist).

3. The proposal packet must include a flash drive, which contains the entire submission. The budget summary must be completed and submitted using the attached Excel template to ensure proper calculations. In addition to the Excel format, the budget summary must be saved as a PDF.

4. Addendum or attachments not specifically requested will be accepted and used at the discretion of the reviewing committee for scoring purposes.

Proposals must be submitted by Tuesday, March 22, 2016, no later than 11:00 a.m. to:

Cuyahoga County Office of Procurement and Diversity
Administration Building, Second Floor
2079 E. 9th Street
Cleveland, Ohio 44115

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of Cuyahoga County and the vendor.

B. General Proposal Conditions:
1. The format in which proposals are to be submitted is included in this package. Proposals that do not conform to this format will not be accepted or considered.

2. OMJ|CC will only accept proposals for the program activities requested. Proposals submitted for services/training not included in the RFP will be rejected. Note: Contract funding levels for individual
proposals will be based on data, the needs of OMJ|CC to meet program goals, participant needs, industry training needs, etc.

3. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract, which is based on the proposal after negotiation, becomes legally binding once both parties have signed it. OMJ|CC has the right to reject proposals that do not conform to program goals. All proposals submitted become the exclusive property of OMJ|CC.

4. No funds provided under this Proposal shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof that results in a loss of employment for any employee of such establishment at the original location.

5. Audit Requirements:
   (a) OMJ|CC will conduct Financial and Program Monitoring Reviews of all contracts no less than once a year.
   (b) OMJ|CC requires that all Service Providers meet the audit requirements of the Single Audit Act, Office of Management and Budget (OMB) Circular A-133, or other directives, whichever are applicable to their agency.

C. General Reservations
OMJ|CC reserves the right to extend the submission deadline, if such action is deemed in the best interests of the City of /Cuyahoga County Department of Workforce Development. In the event that the deadline is extended, proposers have the right to revise their proposals.

OMJ|CC reserves the right to request additional information or documentation from proposers.

Proposals shall be reviewed and rated as submitted. The proposer may make no changes or additions after the stated deadline for receipt of proposals.

OMJ|CC reserves the right to verify all information in the proposal. If the information cannot be verified, OMJ|CC reserves the right to reduce the rating points awarded.

Failed Competition: The OMJ|CC reserve the right to reject any or all proposals when such proposal(s) are not responsive to the specifications of this Request for Proposals (RFP).

D. Standing of Proposer
Regardless of the merits of the submitted proposal, evaluators for this RFP may choose not to grant funding to any organization that has a history of contract non-compliance with the OMJ|CC.

The OMJ|CC will not enter into an agreement with any entity that is not in good standing with the Secretary of State. Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive funding, if awarded under the RFP process, until the sanction is removed, to the satisfaction of the OMJ|CC.

E. Negotiation Process
As a result of the negotiation process, OMJ|CC reserves the right to:

1. Fund all or portions of a proposal and/or require that one proposer collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
2. Use sources of funds, other than WIOA, to fund all or portions of a proposer’s proposal.
F. Confidentiality
Successful vendors must comply with all federal and state laws applicable to the City’s and County’s funded services concerning the confidentiality of customers. By submitting a proposal, a vendor is on constructive notice that Ohio law prohibits anyone from soliciting, disclosing, receiving, using, or knowingly permitting, or participating in the use of any information regarding a WIOA customer/public assistance recipient for any purpose not directly connected with the administration of the program [R.C. 5101.27(A)].
SECTION I – INTRODUCTION

A. Cover Page:

This must include the RFP number, title and the complete vendor name and mailing address.

B. Cover Letter:

Proposals must include the telephone number of the person, who should be contacted regarding the proposal. Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a conflict of interest statement. The Proposal Cover Page is included in this package. The Proposal Cover Page must be completed, in full, and signed by an agency officer authorized to bind the agency to all commitments made in the proposal and be accompanied by a copy by the Board Resolution, or other corporate actions, authorizing the agency officer to submit the proposal. If a Board Resolution, or other corporate actions, cannot be obtained prior to proposal submission, the resolution may be submitted no later than three (3) calendar weeks from the proposal submission deadline.

Any exceptions to the County contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years the organization has been in business; type of services provided; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; Federal Tax ID number.

The vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant

A vendor representative authorized to make contractual obligations must sign the cover letter.

Table of Contents

The Proposal Checklist identifies all narratives, exhibits (forms), and certifications that must be submitted with your proposal. This sequence must be followed in assembling the completed proposal. The Proposal Checklist will serve as the Table of Contents

Executive Summary

Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this program to your overall operation.
SECTION II – PROGRAM UNDERSTANDING  (20 points)

A. Program Design Narrative

- Briefly describe your organization’s mission and/or vision. How does it align with this funding opportunity and its goals? Why is your organization in the best position to deliver your proposed services? If your organization has previously delivered workforce services, or similar programs with training- and career-related goals, or has overseen delivery of comparable services, please provide performance data for the most recent two program years and most recent program monitoring report in an attachment.

- What do you understand to be the purpose and scope of this Program?

- What are the pertinent issues and potential problems related to the Program?

- What is your proposed solution to the needs identified by the County?

- Prepare a timeline for full operation of services, assuming full operation of a contract by July 1, 2016. At a minimum, include: (1) hiring of staff; (2) training of staff; (3) preparation of space that includes electronic access for all staff available, e-mail accounts assigned, moving time and readiness to begin functions; (4) begin case management for existing cases; (5) begin accepting new applicants/referrals; and (6) full operation in place; all services functional, all agreements in place.

B. Deliverables:

Identify detailed outcomes in a specific timeframe, as well as a minimum level of accomplishments. Your deliverables may include, but are not limited to:

- Total number of target population to be served;
- Average length of time expected for services to be completed and outcomes achieved, in the delivery of workforce services or comparable services;
- Description of how performance will be monitored and tracked;
- Description of how program effectiveness will be evaluated on an on-going basis and how continuous improvement will be ensured
SECTION III – METHODOLOGY  (30 points)

A. Program Objectives Narrative:

The Workforce Development Board has established a One-Stop Delivery system that serves as a community resource for both job seekers and employers to increase the efficiency with which the right person is matched with the right job, and to offer an abundance of career exploration and job readiness resources in a user-friendly, customer-focused, results-driven environment. This system is based on the following principles:

- Streamlining services;
- Empowering individuals;
- Universal access;
- Increased accountability;
- Strong role for local Workforce Development Boards and private sector;
- State and local flexibility.

To this end, proposals that will be considered represent the supportive elements of information management, marketing and public relations, service integration and coordination, and facility coordination. Provide specific details on how the program will be implemented and the reason(s) for using this methodology.

Describe the degree to which the services proposed will enhance the attainment of the WIOA Performance Outcome, or program goals and objectives.

Include the following details:

- Specific details of outreach and recruitment activities to enroll target population;
- Identification of criteria used for eligibility determination and enrollment, including the development of an Individual Employment Plan;
- Identification of pipeline for referrals, including geographic location, community service partners, and business partners;
- Description of detailed assessment activities including methods, tools and instruments;
- Description of the methods used for gathering documentation to support eligibility determination;
- Description of how recruitment strategies will transition to retention strategies;
- Probability of achieving desired outcomes; e.g. placement, retention and wages, or career training, including interim measures.
- Description of how staff performance and outcomes will be monitored and how quality of service will be evaluated; and
- Other (compliance with public policy – ADA accommodations, hours of operation, language/cultural diversity, availability of technology).

A portion of WIOA funds is allocated for On-the-Job Training Program. To this end, describe your experience in implementing a grant-funded OJT program.

B. Program Schedule

Provide a chart showing program activities and include the achievement milestones upon which progress will be assessed.

C. Evaluation Plan

Include a detailed description of interim measures, both quantitative and qualitative, that will be used to indicate successful progress towards program goal attainment. The provider will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of these systems. Explain how accountability and integrity will be assured throughout the system. Explain your understanding of automated management system and their connection to performance standards.
SECTION IV - PROGRAM MANAGEMENT  (30 points)

A. Management Approach:
Describe the Program management approach including:

- The method used in managing the Program;
- The Program management organizational structure including reporting levels and lines of authority;
- Describe what precautions are taken to determine whether personnel are suitable to work with vulnerable populations
- How will you manage staff communications and staff satisfaction?
- How will you manage the process for addressing center grievances (internal and external)?
- Provide an overview of how you will address staff-turnover and training. How will staff development plans be created and managed.

B. Program Control
Describe the approach to Program control, including details of the methods used in controlling Program activities.

C. Program Reporting
Describe the status reporting methodology including details of written and oral progress reporting.

D. Interface with the OMJ|CC
Describe the contact points with the OMJ|CC including types of communications, and level of interface.

E. Risk Management
Identify the potential risks and problems, which, in your experience, may occur in programs of this type. Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the program plan to reduce the occurrence, severity, and impact of events or situations that can compromise the attainment of any Program objective.
SECTION V – QUALIFICATIONS & EXPERIENCE  (10 points)

A. Vendor Qualifications:

This category will evaluate the experience and competence of an organization in providing services similar to those being proposed, including the ability to achieve, track and report performance in the state’s database, Ohio Workforce Case Management System (OWCMS).

Evaluation of the performance and management capability of the proposing agency(s) will include:

- Experience participating in workforce service system or comparable systems with a history of serving diverse populations and a demonstrated ability to meet the needs of individuals served.
- Experience in tracking and reporting performance data, including experience with OMJ system and/or internet-based case management and reporting systems;
- Demonstrated ability to meet goals (e.g. placements; retention, and wages) in the delivery of workforce services or comparable services;
- Demonstrated knowledge of the business community in the Northeast Ohio region;
- Experience in tracking and reporting performance data;
- Biographies/resumes of key staff and a history of providing workforce services;
- Demonstrated administrative ability including the necessary organizational and operational controls, and a performance management system incorporating continuous improvement;
- Demonstrated experience in forming and sustaining partnerships, collaborations and employer networks;
- Ability to adapt to changes in the work volume or approach cased by events like labor market changes, new grants or programs, pilot projects, new technologies; revised priorities, etc.
- Satisfactory financial and technical resources; and
- Satisfactory record of integrity, business ethics and fiscal accountability.

Identify the qualifications that you bring to this program. Explain what differentiates your services from other bidders.

B. Prior Experience:

A primary consideration in selecting organizations to deliver services will be an evaluation of the applicant’s experience in providing the same or similar services as those being proposed. Key factors in this evaluation will include the applicant’s:

- Ability to attain, track, and report performance;
- Experience in collaboration and integration of services;
- Ability to serve the identified target population(s);
- History of achieving high performance outcomes; and
- Ability to provide follow-up and supportive services and report results accurately

Describe the adequacy of staff, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this Program.

How has your organization have demonstrated experience in completing similar Programs on time and within budget?

What experience does your assigned personnel have working in similar programs?
How extensive is the applicable education and experience of your assigned personnel?

C. Personnel:

The proposal must provide an overview of its organizational structure and qualifications to provide workforce services. The proposal must describe its strengths that uniquely qualify it to serve the specified populations and/or its history in providing comparable services.

The proposal must provide an organizational chart, resumes of proposed staff, and a description of roles and responsibilities with emphasis on the key positions charged with facilitating and overseeing operations.

The proposal must describe the organization’s hiring policies, and clearly define the qualifications of the staff proposed to fill positions, including those who will have fiscal accountability for this program. Minimally, staff must possess a bachelor’s degree or equivalent experience providing employment services and/or training services. The proposal must also include an assigned Program Manager who, in addition to the minimum staffing qualifications, will have three or more year’s demonstrated successful experience managing programs of a similar nature and scope with a similar population. The Program Manager’s role and responsibilities include:

- Ensuring programming availability to a large volume of participants on a daily basis;
- Working closely with OMJ|CC to ensure implementation of a high quality, timely, and effective program;
- Preparing regular and timely reports;
- Collecting, analyzing, and reporting program data; and
- Supervision of staff to ensure quality programming and accurate and timely reporting

All proposed key program personnel, including subcontractor staff, must be identified in the proposal. Each person’s role is to be identified and documented in the following format:

- Name
- Position with company
- Role in the program
- Experience with the specific tasks being proposed
- Work history on similar programs

The County reserves the right to approve or disapprove any change in the successful vendor’s assembly of staff whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the Program by the prime contractor.

D. Customer References:

The vendor must submit three (3) references, names and phone numbers for similar Programs the firm has completed. There is a limit of one (1) total reference from Cuyahoga County staff.

E. Contract Performance:

If a vendor has had a contract terminated due to non-performance or poor performance during the past five years, all such incidents must be described, including the other party’s name, address and telephone number. If no such terminations have been experienced by the vendor in the past five years, so indicate.
F. Subcontractors:

Subcontractors may be used to perform work under this contract. At the discretion of the County Program Manager, the vendor may substitute one subcontractor for another. This adjustment requires prior written approval from the Program Manager. Vendors will be responsible for the subcontractors meeting all terms and conditions of the specifications.

G. Conflict of Interest:

Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The County’s determination regarding any questions of conflict of interest shall be final.
SECTION VI – PRICING  (10 points)

A. Cost Reasonableness and Budget Justification:

Proposals should outline the Organization’s financial management structure. This should include a description of the organization’s experience managing and accounting for federal funds. Proposals must complete the Budget Summary attached. A related budget narrative must be included. This narrative should justify the need for all costs built into the line-item detail, and the methodology used to derive each cost.

All personnel costs must identify the staff position, annual salary, and percentage of annual time budgeted on this proposal. Non-personnel costs should be further outlined into specific line items (such as supplies, equipment, and mileage). Sub-contractor costs should identify the subcontractor, the service to be provided, and the total cost. Note: OMJ|CC reserves the right to accept or reject all proposed sub-contractors.

The proposal should identify a cost allocation methodology that will be used to prorate common operating costs to each funding source. Examples of common operating costs are agency supply costs, as well as personnel (e.g., receptionist, fiscal staff, senior management) providing benefits to multiple funding sources.

Total indirect and profit line items (when considered in aggregate) should be limited. The extent to which a proposal can meet performance objectives, while minimizing indirect and profit costs, will be factored in the evaluation process. Any indirect costs budgeted must be supported by an indirect cost rate agreement, preferably approved by a federal or state agency. If a proposal does not have an approved indirect rate but wishes to include indirect costs in its proposal, it must submit all relevant financial information that outlines how the indirect rate and costs were determined. If the vendor is not required to obtain an indirect rate, then the cost allocation plan must include the methodology describing how common operating costs are distributed to the different funding sources.

The budget format to be submitted is included. The budget should be for a twelve-month period, July 1, 2016 – June 30, 2017; contracts may be renewed on a yearly basis through June 30, 2019. Contract renewals are not automatic and subject to performance outcomes and evaluation assessments.

B. Cost Reasonableness and Competitiveness:

This category will evaluate the cost of the proposed program to determine if it is fair and reasonable based on other program services and/or historical data, and the degree to which expenditure of funds relates to expected performance outcomes. Costs proposed must be necessary, reasonable and allowable per federal regulations. All costs proposed must be allowable under WIOA. For information on allowable costs under WIOA, please see the following resources:

- WIOA Regulations, Sections 683.205; 683.210; 683.215 and 683.220
- Office of Management and Budget (OMB) Cost Principle Circulars:
  - OMB Circular A-87 (Cost Principles for State and Local Governments)
  - OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
  - OMB Circular A-21 (Cost Principles for Educational Institutions)

All proposals must include a concise narrative explanation to support the request. The budget narrative should break down the budget and leveraged resources by the activities specified in the proposal. The narrative should describe the cost allocation method to assign common operating costs. Applicants must
clearly describe any funds and resources leveraged in support of the proposed strategies and demonstrate how these funds will be used to contribute to the goals of the proposal. Leveraged resources are cash or in-kind contributions devoted to advancing the strategies described in the applicant’s proposal.

Applications will be scored based on the degree to which the costs proposed are clearly explained and the extent to which leveraged resources are fully integrated into the initiative to support grant outcomes. Evaluation factors will include:

- Experience in managing federal funds;
- Ability to track financial activities through an electronic financial management system;
- Costs proposed are necessary, reasonable and appropriate;
- The budget and budget narrative are consistent;
- Proposer has leveraged any funds from non-federal sources to offset the costs of operations;
- Cost per person served; and
- Cost per positive outcome.

Estimated proposal prices are not acceptable.

**Payment is based on a monthly, cost reimbursement basis.**
SECTION VII – REQUIRED FORMS

The vendor must complete and submit the following forms:

- Certification Documents
- Non-Collusion Affidavit (requires notarization)
- Mandatory Vendor Compliance Form
- Cooperative Purchasing - Vendor Form (Piggy-Back Form)

Blank copies of the above are included in the Appendix of this RFP.

Blank copies of the following SBE Forms are available in the SBE Bidders Manual.

**NOTE:** If the Small Business Enterprise Program applies to this RFP, a percentage (%) of Participation Goal will be entered and SBE Bidders Manual will be attached. If the SBE goal has been waived, the manual will be intentionally omitted and the SBE forms will not be required.

- SBE-1, Covenant of Non-Discrimination
- SBE-2, SBE Subcontractor Participation Plan (if SBE used)
- SBE-3, Good Faith Effort Certification (requires notarization)

**Original signatures required as indicated on the forms.** Copies of the proposal documents will be acceptable only if they contain original signatures and required notarization on all documents.

**Vendor Checklist**
A checklist is also included in the Appendix to assist vendors in the preparation of their proposals to ensure compliance with all document requirements.
ADMINISTRATIVE INFORMATION

RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral
communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written
statements issued by the County.
Name:        Jayanti Bhattacharya, Deputy Director & Chief Financial Officer
Agency:       OMJ|CC
Address:      1020 Bolivar Road, Cleveland Ohio 44115
Telephone:   (216) 698-2363
E-Mail:        bhattj@ecjobs.us

Name:         Rosie Dean, Program Officer 4
Agency:       OMJ|CC
Address:      1020 Bolivar Road, Cleveland Ohio 44115
Telephone:   (216) 698-2385
E-Mail:        deanr03@ecjobs.us

Pre-proposal Conference

A pre-proposal conference for all participating vendors is scheduled as indicated below.

Date:        February 26, 2016
Time:        1:00 p.m.
Location:    OMJ|CC, Euclid Room, 1020 Bolivar Road, Cleveland, OH 44115

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the
opportunity to ask questions concerning the RFP. It is strongly recommended that interested vendors attend.

Vendors with a disability needing accommodation should contact the Department of Human Resources, Compliance
Unit, 2079 E. 9th Street, Cleveland, Ohio 44115; Phone (216) 443-3192 (Voice) or 443-7002 (TDD) prior to the date set
for the pre-proposal conference so that reasonable accommodation can be made.

RFP Addenda

The County reserves the right to issue addenda to the RFP at any time. The County also reserves the right to cancel or
reissue the RFP. However, if an addendum is issued less than seventy-two hours prior to the proposal due date, the
closing date will be modified accordingly.

Proposal Response Date and Location

The vendor’s proposal, in its entirety, must be received at the Cuyahoga County Office of Procurement and
Diversity, Administration Building, Second Floor, 2079 E. 9th Street, Cleveland, Ohio 44115, by March 22, 2016
at 11:00 a.m. Proposals arriving after the deadline will be returned unopened, to their senders. The official closing time
will be determined by the wall clock located in the Office of Procurement and Diversity. All proposals and
accompanying documents will become the property of the County and will not be returned. Proposals should be
submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by
any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not
be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission
or other telecommunication or electronic means.
Hand-delivered proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the County.

Proposal Opening
Proposals will be publicly opened at the Office of Procurement & Diversity (See the address of the Office of Procurement & Diversity on cover sheet). At this time, all proposals will be opened, the vendor name read from the proposal cover page, and logged. **No dollar amounts or other details of the proposal will be disclosed at this time.** The submittal of a proposal will be considered by the County as constituting an offer to perform the required services at the stated fees.

Required Review
Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

Multiple Proposals
The submission of multiple proposals for the same service will be considered non-compliant and those proposals will be disqualified. We are relying on the vendor as expert, to identify in its proposal the approach which the vendor believes will be the most effective to produce the required services on time and within budget.

Proposal Rejection
The County reserves the right to reject any or all proposals at any time without penalty.

Withdrawal of Proposals
Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact listed above and the Office of Procurement & Diversity.

Response Property of the County
All materials submitted in response to this request become the property of the County. Selection or rejection of a response does not affect this right.

No Obligation to Buy
The County reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the County to purchase. The County is not bound to accept the lowest priced proposal or any of the proposals submitted.

Cost of Preparing Proposals
The County is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

Acceptance of Terms
All the terms and conditions of this RFP are deemed to be accepted by the bidder and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

Disclosure of Proposal Contents
All documents submitted to the County as part of the proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The County does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact. **Neither a proposal in its entirety, nor proposal price information will be considered**
confidential or proprietary. Under Ohio Revised Code Section 149.43, the County will make a determination of application for disclosure on an ad hoc basis.

Equal Opportunity
Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by Cuyahoga County. It is the policy of Cuyahoga County, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited. Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

SMALL BUSINESS ENTERPRISE PROGRAM

Cuyahoga County has established a program for the participation of Small Business Enterprises (SBE). This Program has a goal in the amount of 0% of the total contract award.

COVENANT OF NON-DISCRIMINATION
Each vendor must submit a duly executed and attested Covenant of Non-Discrimination, Form SBE-1, found in the Appendix of this specification package. This document contains promises, declarations and/or affirmations made by the proposer.

SBE SUBCONTRACTOR PARTICIPATION PLAN
Each vendor must submit a completed SBE Subcontractor Participation Plan, Form SBE-2, found in the Appendix, with their proposal for each SBE subcontractor proposed. This document includes each SBE subcontractor’s name, contact name, signature(s), date, phone, description of scope of work, race, gender, approximate business size, business location, total dollar value of the proposal, the dollar amount and percentage of the total dollar attributable to each SBE subcontractor.

GOOD FAITH EFFORT CERTIFICATION
The Good Faith Effort Certification (SBE-3, 2 pages), included in the Appendix, MUST be completed and submitted with the bid/proposal as evidence of a prime bidder’s good faith in trying to obtain SBE participation ONLY if the goal is not met. A good faith effort must be demonstrated by completing the checklist and by completing the additional information. Prime bidders may also provide additional documentation in the form of published notices, ads, emails, etc.

Evaluation Process
All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an Evaluation team. The rating process is as follows:

1. An Evaluation Committee comprised of members of the Workforce Development Board, community stakeholders and OMJ|CC staff members will review proposals.

2. Evaluation Committee members will review and score proposals according to the criteria and assigned points specified in the Evaluation Factors. These scores will be used as a guide for discussion. **Note: Proposals that do not conform to the format identified in this RFP will be disqualified and will not be reviewed.**

3. Proposals and related scores will be provided to the WDB, which will make award recommendations to Cuyahoga County for approval by the Cuyahoga County Executive and County Council. If no response
adequately addresses the services and outcomes requested, the WDB may recommend that no award be made.

4. The applicant selected may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

5. OMJ|CC staff shall negotiate and facilitate the execution of contracts with those proposers approved for funding. Discussions may include such items as cost, program design, service levels, service by geographic locations and/or target populations, or any other areas deemed relevant to successful program execution.

The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Understanding of the Program (20 points)
- Methodology used for the Program (30 points)
- Management plan for the Program (30 points)
- Experience and qualifications (10 points)
- Contract cost (10 points)

Only proposals which receive at least a score of 80 points for criteria excluding cost will be considered technically responsive.

The technically responsive proposal that is the lowest in cost will receive the maximum number of points allocated to cost. Points for other proposals will be allocated relative to the lowest cost proposal.

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost. The team will rank proposals, and negotiations may be undertaken with the top ranked vendor. If agreement cannot be reached by a mutually agreed upon date, negotiations may commence with the next highest ranked vendor.

**Contract Negotiations**

The option of whether or not to initiate contract negotiations rests solely with the County. If the County elects to initiate contract negotiations, these negotiations cannot involve changes in the County’s requirements or the vendor’s proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

All contractors are agreeing, by signing the contract, that the negotiated price or services provided in a contract cannot be changed without OMJ|CC’s approval and a modification to the contract. All requests for modification must be submitted to the OMJ|CC with written justification. Any contract modification is not binding unless signed by the contractor’s authorized signatory and the OMJ|CC, or his/her designee.

**Failure to Negotiate**

If any contract cannot be negotiated within fifteen (15) days – or a reasonable time as determined by Cuyahoga County – of notification to the designated vendor, the County may terminate negotiations with the vendor and negotiate a contract with another vendor.

**Notice of Intent to Negotiate or Award**

Along with requesting Authority to Negotiate or Recommendation of Award by Cuyahoga County, the County Department will issue a written Notice of Intent Letter, with the Calendar date of the recommended action and send copies to all vendors. The scores and placement of vendors will not be part of the notice. A tabulation of all vendors’ names and addresses submitting proposals will be available upon request from the RFP contact person.
Debriefing
Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposals. The department/agency will attempt to respond to questions and concerns in this debriefing.

Protests
A vendor may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:
1. Name, address and telephone number of the protester;
2. The signature of the protester;
3. Identification of the contract at issue;
4. A detailed statement of the legal and factual grounds of the protest;
5. The form of relief requested.

Contracting Requirements
The successful vendor shall, upon notification of award, be required to enter into a contract with Cuyahoga County, Ohio and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then the cover letter must reference an appendix which identifies these clauses in dispute and should:

   a. Suggest a specific alternative term, clause or approach;
   b. Provide an explanation of the reasons.

Contract Processing
The County department shall prepare the contractual agreement required by this RFP specification. This contractual agreement shall be fully responsive to the requirements defined in these RFP specifications.

Proposal as Part of the Contract
Part of or the entire successful proposal may be incorporated into the contract.

Commencement of Contract Performance
In order to protect the interests of Cuyahoga County a contract must be executed by the County Executive and/or his designee before the goods or services as set forth in this RFP specification can be provided.
CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall apply to the contractual agreement between the successful vendor and the Cuyahoga County:

1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the County Prosecutor's Office as to legal form and correctness.

2. The successful vendor shall agree to indemnify and save the County of Cuyahoga, Ohio harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.

3. The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga, nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga, Ohio. No conditions shall alter this statement.

4. The County of Cuyahoga is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished to the successful vendor when the contract is signed.

5. Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for Cuyahoga County shall determine finally the satisfactory quality of the services and/or materials furnished under the agreement. Failure to meet performance requirements is a reason for termination of the agreement, and the contractor shall be liable to the County for any excess cost and/or expenses incurred by the County thereafter.

6. In the event that the contract is terminated by the County of Cuyahoga, Ohio, thirty (30) calendar days advance written notice shall be given to the contractor. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the County of Cuyahoga, Ohio be responsible for any type of penalty payment upon the cancellation of the contact. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.

7. By submitting a proposal, the vendor agrees on behalf of the submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, that all resulting contract documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The vendor also agrees on behalf of the aforementioned entity and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

8. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said Agreement.

9. Americans with Disability Act (ADA): The Contractor shall certify that they are in accordance with the Americans with Disabilities Act of 1990. The Contractor assures that their facilities and services provide reasonable access to all persons with a disability or that reasonable accommodations can be made to provide
access. The Contractor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.

10. **Social Security Act:** The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

11. **Labor and Material:** The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said Contractor in the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

12. **Assignment:** The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive and/or his designee by resolution.

13. **Ownership of Contract Products:** All products produced in response to the contract will be the sole property of the County.
REQUIRED CONTRACT DOCUMENTS

(To be completed by successful vendor at time of contract preparation)

In addition to the contract agreement furnished by Cuyahoga County, the successful vendor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. Signature Authorization
2. Worker's Compensation Certificate (if required)
3. Certificates of Insurance (if required)
4. Performance Bond and Related Documents (if required)
5. IRS Form W-9: Request for Taxpayer ID and Certification

These documents are described in the following paragraphs.

Signature Authorization
The successful vendor shall provide one of the following signature authorizations:

1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
3. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

Worker’s Compensation Certificate
A Worker’s Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

Certificate of Insurance

The Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Mandatory Insurance Requirements
   The following items are all mandatory requirements unless otherwise specified.

   (a) Worker’s Compensation Insurance as statutorily required by the State of Ohio.

   For Contractors with employees working outside of Ohio, Worker’s Compensation Insurance as
required by the various state and Federal laws as applicable including Employers’ Liability coverage.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

- $1,000,000 each occurrence bodily injury & property damage;
- $1,000,000 personal & advertising injury;
- $1,000,000 general aggregate;
- $1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than $1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

**Insurance Coverage Terms and Conditions**

1. The insurance policies of the Contractor required for this Contract, shall:
   - (i) Name the “County of Cuyahoga, Ohio and its employees” as an Additional Insured. This does not apply to Workers Compensation.
   - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
   - (iii) Be primary and not in excess or contingent on any other basis;
   - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
     - (A) “Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability”; and/or
     - (B) “Waiver of subrogation in favor of the County.”

2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A-VII or above.

3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.

4. **High-risk activities** may require higher insurance limits.

5. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
6. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

8. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

9. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

10. The Contractor shall furnish a Worker’s Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

**Letter of Indemnification in Lieu of Worker’s Compensation Certificate and/or Certificate of Insurance**

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFP, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the vendor verifies being self-insured by means of documentation will the County consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

**Performance Bond/Liquidated Damages**

- **Performance Bond**

A Performance Bond or certified check, made payable to the Treasurer of Cuyahoga County, in a sum equal to n/a of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of $25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of Cuyahoga County for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the County of Cuyahoga, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

a. A certified power of attorney for the agent to sign the bond.

b. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.
- **Liquidated Damages**

Liquidated damages shall be assessed in the amount of **n/a** per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

**Letter of Credit in Lieu of Performance Bond/Certified Check**

If a performance bond is required, the following will be in effect:

If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the vendor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful vendor.

**IRS Form W-9: Request for Taxpayer Identification Number and Certification**

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required from any successful vendor, prior to the execution of the contract with Cuyahoga County, must be completed.
Cuyahoga County Cooperative Purchasing Program Political Subdivision Participation

In accordance with Ohio Revised Code Section 9.48, the County of Cuyahoga (the “County”) may permit a Political Subdivision (as defined below) in the County of Cuyahoga to participate in the Cuyahoga County Cooperative Purchase Program (“Cooperative Purchase Program”). By participating in the Cooperative Purchase Program, a Political Subdivision may purchase equipment, materials, supplies or services on the same terms and conditions as the County with selected vendors who are awarded contracts with the County. Such vendors may receive purchase orders from a Political Subdivision that is authorized to participate in an awarded contract with the County (“Awarded Contract”). The Cuyahoga County Office of Procurement and Diversity will notify the successful vendor that it has been selected for an Awarded Contract with the County and the name(s) of the Political Subdivision(s) that has been authorized by the County to participate in the Awarded Contract. Once the vendor of an Awarded Contract has been informed of the Political Subdivision(s) that may purchase from the Awarded Contract, the responsibilities and obligations of the County shall cease. Vendors shall then only deal with the Political Subdivision that chooses to purchase anything off of the Awarded Contract.

All orders placed by a Political Subdivision shall be filed in accordance with the terms and conditions of an Awarded Contract. Under no circumstances is the vendor on an Awarded Contract or any authorized Political Subdivision permitted to modify the pricing, terms and conditions, or specifications of an Awarded Contract. All invoices for purchases under an Awarded Contract shall be sent directly by the vendor to the Political Subdivision’s or governmental entity’s billing address. Invoices for these Political Subdivisions or governmental entities which are sent to the County, will be returned to the vendor. All purchases made under the Cooperative Purchase Program are the responsibility of the Political Subdivision or governmental entity and the vendor on the Awarded Contract. Under no circumstances is the County obligated to pay for any purchases made by a Political Subdivision under an Awarded Contract.

Pursuant to Ohio Revised Section 2744.01, a Political Subdivision means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state. Political subdivision includes, but is not limited to, a county hospital commission appointed under section 339.14 of the Revised Code, board of hospital commissioners appointed for a municipal hospital under section 749.04 of the Revised Code, board of hospital trustees appointed for a municipal hospital under section 749.22 of the Revised Code, regional planning commission created pursuant to section 713.21 of the Revised Code, county planning commission created pursuant to section 713.22 of the Revised Code, joint planning council created pursuant to section 713.231 of the Revised Code, interstate regional planning commission created pursuant to section 713.30 of the Revised Code, port authority created pursuant to section 4582.02 or 4582.26 of the Revised Code or in existence on December 16, 1964, regional council established by political subdivisions pursuant to Chapter 167. of the Revised Code, emergency planning district and joint emergency planning district designated under section 3750.03 of the Revised Code, joint emergency medical services district created pursuant to section 307.052 of the Revised Code, fire and ambulance district created pursuant to section 505.375 of the Revised Code, joint interstate emergency planning district established by an agreement entered into under that section, county solid waste management district and joint solid waste management district established under section 343.01 or 343.012 of the Revised Code, community school established under Chapter 3314. of the Revised Code, the county or counties served by a community-based correctional facility and program or district community-based correctional facility and program established and operated under sections 2301.51 to 2301.58 of the Revised Code, a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated, and the facility governing board of a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated. For purposes of the Cooperative Purchasing program, the Political Subdivision must be physically within the County.

Refer to Appendix for “Cooperative Purchasing Vendor Form.”
INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed upon transaction. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and Ohio Department of Job and Family Services, the Department of Workforce Development may pursue available remedies, including suspension and/or debarment.

2. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those Regulations.

4. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Workforce Development.

5. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

(READ INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

_______________________________________
Signature          Date
STANDARDS OF CONDUCT
The following standards apply to all Applicants that deliver services under contract with the City of Cleveland Division of Workforce Development and/or the Cuyahoga County Department of Workforce Development.

A. STANDARD OF CONDUCT – The Applicant hereby assures that by submission of this proposal, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.

General Assurance
Every reasonable course of action will be taken by the Applicant in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The contract, if granted, will be administered in an impartial manner, free from personal, financial or political gain. The Applicant, its executive staff, employees, and Board of Directors, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Conducting Business Involving Relatives
No relative by blood, adoption or marriage\(^\text{1}\) of any executive or employee of the Applicant, will receive favorable treatment for enrollment in services provided by, or employment with, the Applicant.

Conducting Business Involving Close Personal Friends and Associates
Executives and employees of the Applicant will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the Applicant to conduct business with a friend or associate of an executive or employee of the Applicant, an elected official in the area, the Workforce Development Board (WIB) or a member of its Board of Directors, a permanent record of the transaction will be retained.

Avoidance of Conflict of Economic Interest
An executive or employee of the Applicant, or a member of its Board of Directors will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or in part by the applicant. Supplies, materials, equipment or services purchased with WIOA funds will be used solely for purposes allowed under the contract.

No member of the Board of Directors shall cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter, which would provide direct financial benefit to that member or any business or organization, which the member directly represents.

B. CERTIFICATIONS – Except as otherwise indicated, the following certifications apply to all Applicants.

1. The Applicant, if it is a corporation, certifies that it is registered with the Secretary of State, of the State of Ohio.

2. The Applicant certifies that this proposal does not provide for the advancement or aid to any religious sect, church or creed for sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church,

\(^1\) For the purpose of this agreement “relative by blood or marriage” shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.
or sectarian denomination whatever, as specified by Article XVI, Section 5, or the Constitution, regarding separation of Church and State.

3. Drug-Free Workplace: As required by the state Drug-Free Workplace Act of 1990 (Gov. Code SOMJ|CC. 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F, and Sections 85.605, 85.610), the Applicant certifies that it will, or will continue to, provide a drug-free workplace.

4. Americans with Disabilities Act (ADA): The Americans with Disabilities Act of 1990 is a comprehensive civil rights act for people with disabilities. It guarantees equal opportunity for individuals in with disabilities in public accommodations; employment; transportation; federal, state and local government services; and telecommunications. The Applicant certifies that it will continue to maintain policies, procedures, and practices that comply with all requirements of WIOA.

_______________________________________                                          ________________
Signature of Authorized Representative       Date

_______________________________________                                      _______________
Title of Authorized Representative     Telephone Number
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal contracted funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal contracted funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the documents for all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

_______________________________________  ___________
Name of Contractor Organization  Date

_______________________________________  ___________
Certifying Official Signature/Title  Date

(City of Cleveland/Cuyahoga County Department of Workforce Development)
NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for this bid to be considered)

RFP # WI-16-36158

______________________________ being first duly sworn,

deposes and says that he/she is ____________________________ (sole owner, partner, president, etc.)

making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County of Cuyahoga or any persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association of to any member or agent thereof.

______________________________ AFFIANT

Sworn to and subscribed before me this __________ day of _______________, 201__, in _______________________(City/Village/Township), County of _______________________, State of __________.

______________________________ NOTARY PUBLIC
(SEAL)

My commission expires: ____________________________
By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the “vendor”) is in compliance with each requirement listed below and shall remain in compliance at the time of execution of a contract with the County. Failure to initial next to each and every requirement below may result in disqualification and/or rejection of the bid/proposal/statement of qualifications/offer. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

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You MUST initial in the right hand column next to each criteria to certify compliance

1. Vendor is in compliance with Ohio’s Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).

2. Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.

3. Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.

4. Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.

5. Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than $1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.

6. Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors’ entire time of doing business, if less than seven (7) years.

7. Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.

8. Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor’s entire time of doing business, if less than five (5) years.

9. Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.

10. Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.

11. Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place “N/A” and his/her initials in the box to the right.

12. Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 and certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place “N/A” and his/her initials in the box to the right.

13. Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.

14. Vendor will require all its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place “N/A” and his/her initials in the box to the right.

15. Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.

16. Neither Vendor nor any of its owners, principals, and senior management are delinquent on any taxes or court costs in Cuyahoga County.

Printed Name: _______________________________ Company: ______________________________

Signature: __________________________________ Date: ________________________________

h/vendor compliance, Ordinance No. 2011-0044
In accordance with Ohio Revised Code Section 9.48, the County of Cuyahoga (the “County”) may permit a Political Subdivision (as defined below) in the County of Cuyahoga to participate in the Cuyahoga County Cooperative Purchase Program ("Cooperative Purchase Program"). By participating in the Cooperative Purchase Program, a Political Subdivision may purchase equipment, materials, supplies or services on the same terms and conditions as the County with selected vendors who are awarded contracts with the County. Such vendors may receive purchase orders from a Political Subdivision that is authorized to participate in an awarded contract with the County ("Awarded Contract"). The Cuyahoga County Office of Procurement and Diversity will notify the successful vendor that it has been selected for an Awarded Contract with the County and the name(s) of the Political Subdivision(s) that has been authorized by the County to participate in the Awarded Contract. Once the vendor of an Awarded Contract has been informed of the Political Subdivision(s) that may purchase from the Awarded Contract, the responsibilities and obligations of the County shall cease. Vendors shall then only deal with the Political Subdivision that chooses to purchase anything off of the Awarded Contract.

All orders placed by a Political Subdivision shall be filed in accordance with the terms and conditions of an Awarded Contract. Under no circumstances is the vendor on an Awarded Contract or any authorized Political Subdivision permitted to modify the pricing, terms and conditions, or specifications of an Awarded Contract. All invoices for purchases under an Awarded Contract shall be sent directly by the vendor to the Political Subdivision’s or governmental entity’s billing address. Invoices for these Political Subdivisions or governmental entities which are sent to the County, will be returned to the vendor. All purchases made under the Cooperative Purchase Program are the responsibility of the Political Subdivision or governmental entity and the vendor on the Awarded Contract. Under no circumstances is the County obligated to pay for any purchases made by a Political Subdivision under an Awarded Contract.

Pursuant to Ohio Revised Section 2744.01, a Political Subdivision means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state. Political subdivision includes, but is not limited to, a county hospital commission appointed under section 339.14 of the Revised Code, board of hospital commissioners appointed for a municipal hospital under section 749.04 of the Revised Code, board of hospital trustees appointed for a municipal hospital under section 749.22 of the Revised Code, regional planning commission created pursuant to section 713.21 of the Revised Code, county planning commission created pursuant to section 713.22 of the Revised Code, joint planning council created pursuant to section 713.231 of the Revised Code, interstate regional planning commission created pursuant to section 713.30 of the Revised Code, port authority created pursuant to section 4582.02 or 4582.26 of the Revised Code or in existence on December 16, 1964, regional council established by political subdivisions pursuant to Chapter 167, of the Revised Code, emergency planning district and joint emergency planning district designated under section 3750.03 of the Revised Code, joint emergency medical services district created pursuant to section 307.052 of the Revised Code, fire and ambulance district created pursuant to section 505.375 of the Revised Code, joint interstate emergency planning district established by an agreement entered into under that section, county solid waste management district and joint solid waste management district established under section 343.01 or 343.012 of the Revised Code, community school established under Chapter 3314. of the Revised Code, the county or counties served by a community-based correctional facility and program or district community-based correctional facility and program established and operated under sections 2301.51 to 2301.58 of the Revised Code, a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated, and the facility governing board of a community-based correctional facility or program or district community-based correctional facility and program that is so established and operated. For purposes of the Cooperative Purchasing program, the Political Subdivision must be physically within the County.

Purchases made from this contract can only be made from the awarded vendor, and must be made during the term of the original awarded contract.

Vendor wishes to participate in allowing political subdivisions in Cuyahoga County to purchase off of the contract with Cuyahoga County, if awarded the contract.

(This will not be a determining factor in awarding the contract.)

Yes _____   No ______

Vendor’s Full Legal Name

Authorized Signature          Date
PROPOSAL CHECKLIST

This Proposal Checklist identifies all the narratives, exhibits (forms), and certifications, which must be submitted with your proposal. Follow this sequence in presenting your proposal with the checklist serving as the Table of Contents. Indicate the page number where that information can be found in your proposal.

PROPOSAL TABLE OF CONTENTS

_____ Proposal Signature Sheet (Cover Page)
_____ Proposal Checklist/Table of Contents
_____ Proposal Design Narrative
_____ Program Objectives Narrative
_____ Program Management Narrative
_____ Program Budget Justification (include Budget and Budget Narrative)
_____ Certification: Debarment, Suspension, Ineligibility and Voluntary Exclusion and Lower Tier Covered Transactions
_____ Certification: Standards of Conduct
_____ Certification Regarding Lobbying
_____ Non-Collusion Affidavit
_____ Vendor Compliance Form
_____ Cooperative Purchasing – Vendor Form
PROPOSAL SIGNATURE SHEET

Name of Proposing Agency/Organization

Federal Identification Number

Address of Proposing Agency/Organization

City, State

Zip Code

Name of Person Preparing Proposal

Phone Number

ONE PROPOSAL PER SERVICE OPTION: (PLEASE CHECK):

( ) WORKFORCE SERVICE CENTER OPERATION/ SERVICES TO JOB SEEKERS AND EMPLOYERS

( ) WORKFORCE SERVICES TO SPECIAL POPULATION

( ) INTEGRATED CAREER ONLINE HIGH SCHOOL SERVICES

AMOUNT OF THIS PROPOSAL REQUEST: $

ASSURANCES:

I hereby attest that I have reviewed this proposal and I am in full agreement with its content and cost and that the cost and price information submitted is accurate, complete, and based on available data. I further assure that I have the authority to commit the above named Agency/Organization to submit this proposal and will abide by all of the conditions and assurances implied or required herein.

SIGNATURE OF AUTHORIZED CHIEF EXECUTIVE OFFICER OF AGENCY/ORGANIZATION

Signature

Date

Printed Name of Signer

Signer’s Title

For City of Cleveland/Cuyahoga County Department of Workforce Development Use

Proposal #

Date
# BUDGET SUMMARY

When submitting your budget, complete and save the Excel budget template into your flash drive and include a PDF of the worksheets as well. See the Proposal Submission Requirement for more information.

### CONTRACTOR (OR SUB-CONTRACTOR NAME)

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<th>WIA FUNDS REQUESTED 7/1/16 - 6/30/17</th>
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<td>B. Consumable Supplies</td>
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<td>C. Contract Services</td>
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<tr>
<td>D. Occupancy</td>
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<tr>
<td>E. Insurance</td>
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<td>F. Indirect Costs</td>
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<td>G. Other Miscellaneous</td>
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<tr>
<td>H. On-the Job Training</td>
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<td>I. Supportive Services</td>
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<td><strong>TOTAL OPERATIONAL COSTS</strong></td>
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<tr>
<td><strong>3 EQUIPMENT COSTS:</strong></td>
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<tr>
<td>A. Small Equipment Purchase</td>
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<tr>
<td>B. Leases and Rental Equipment</td>
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<td><strong>TOTAL EQUIPMENT COSTS</strong></td>
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<tr>
<td><strong>TOTAL PROPOSAL REQUEST</strong></td>
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NOTE: Also attach a budget narrative explanation to support the request. The budget narrative should
break down the budget and leveraged resources by the activities specified in the proposal. The budget narrative should not be more than two pages.

## BUDGET 7/1/16 - 6/30/17

### I.A. SALARIES

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Filled or Vac.</th>
<th>Number Positions Required</th>
<th>Total Salary</th>
<th>Hours Per Week</th>
<th>% of Time</th>
<th>Total Cost</th>
<th>Leveraged Funds</th>
<th>Requested Funds</th>
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### I.B. PAYROLL RELATED EXPENSES

<table>
<thead>
<tr>
<th>Fringe Benefit Category</th>
<th>Total Cost</th>
<th>Leveraged Funds</th>
<th>Requested Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Fringe Rate OR</td>
<td></td>
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</tr>
<tr>
<td>Social Security</td>
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<tr>
<td>Worker's Compensation/Unemployment Insurance</td>
<td></td>
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<tr>
<td>Retirement Expense</td>
<td></td>
<td></td>
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<tr>
<td>Health</td>
<td></td>
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<tr>
<td>Other: (Identify) 1. Medicare (1.45%)</td>
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**TOTALS**

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</table>
# II.A. TRAVEL

<table>
<thead>
<tr>
<th>Travel Category</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Reimbursement @ ____/mile times ____ miles</td>
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<tr>
<td>Conferences, Meetings, etc.</td>
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<tr>
<td>Purchased Transportation (Bus Tickets and Passes)</td>
<td></td>
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</tr>
<tr>
<td>Total Travel</td>
<td>$</td>
<td>$</td>
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</table>

# II.B. CONSUMABLE SUPPLIES

<table>
<thead>
<tr>
<th>Supply Category</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Program Supplies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Postage</td>
<td></td>
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<tr>
<td>Printing &amp; Copying</td>
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<tr>
<td>Other: Specify -</td>
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<tr>
<td>Total Consumable Supplies</td>
<td>$</td>
<td>$</td>
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</table>

# II.C. CONTRACT SERVICES

<table>
<thead>
<tr>
<th>Type or Function</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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</table>

# II.D. OCCUPANCY COSTS

<table>
<thead>
<tr>
<th>Occupancy Category</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Utilities (if not included in rent)</td>
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<tr>
<td>Heat &amp; Light</td>
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<tr>
<td>Water</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Total Costs</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
## II.E. INSURANCE COSTS

| Total Insurance Costs: | $ - |

## II.F. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Total Agency Overhead Expense</th>
<th>Program Cost *</th>
<th>Rate =</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

## II.G. OTHER - MISCELLANEOUS

<table>
<thead>
<tr>
<th>Other Costs - Please Specify:</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
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<tbody>
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| Total Miscellaneous Costs:    | $ -        | $ -                  | $ -             |

## II.H. WORK EXPERIENCE WAGES

<table>
<thead>
<tr>
<th>Number Served</th>
<th>Total hours per youth served</th>
<th>Hourly Wage</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
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## II.I. WORK EXPERIENCE FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Social Security</th>
<th>$ -</th>
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<tbody>
<tr>
<td>Worker’s Compensation/Unemployment Insurance</td>
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<tr>
<td>Medicare</td>
<td>$ -</td>
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<tr>
<td>Other: (Identify)</td>
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</table>

| TOTAL WORK EXPERIENCE FRINGE BENEFITS | $ - | $ - | $ - |

## II.J. SUPPORTIVE SERVICES

<table>
<thead>
<tr>
<th>Please Specify:</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
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</table>

| Total Supportive Services Costs: | $ -        | $ -                  | $ -             |
### III.A. SMALL EQUIPMENT PURCHASE

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Quantity</th>
<th>% To Program</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
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Total Small Equipment Purchases: $ - $ - $ - $

### III.B. LEASED AND RENTED EQUIPMENT

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Model</th>
<th>Year</th>
<th>Quantity</th>
<th>Monthly Charge</th>
<th>% Benefitting Program</th>
<th>Total Cost</th>
<th>Less Leveraged Funds</th>
<th>Requested Funds</th>
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Total Leased and Rented Equipment $ - $ - $ - $

BUDGET 7/1/16 - 6/30/17
ON-THE-JOB TRAINING PROGRAM POLICY & PROCEDURES

I. Background
The On-the-Job Training (OJT) Program is administered by OhioMeansJobs|Cleveland-Cuyahoga County (OMJ|CC) under the authorization of the Workforce Innovation and Opportunity Act of 2014. On-the-Job Training (OJT) is a training option that provides Employers the opportunity to train new employees (Trainees) on the specific knowledge or skills essential to the full and adequate performance of the job.

OJT is not a subsidized employment program. OJT is a “hire-first” program. The Trainee begins his/her OJT as a full-time employee of the business that has agreed to provide the on-the-job training and permanent employment upon completion of the OJT. The rate of pay, fringe benefits, periodic pay increases, and working conditions offered to the Trainee are the same as similarly situated employees in similar positions by the same Employer.

On-the-job training is training by an employer that is provided to a new hire while engaged in productive work in a job that:

a. Provides knowledge or skills essential to the full and adequate performance of the job;

b. Provides reimbursement to the employer of up to 50% of the wage rate of the trainee for the extraordinary costs of providing the training and additional supervision related to the training (see exception in Limitations section); and

c. Is limited in duration as appropriate to the occupation for which the trainee is being trained, taking into account the content of the training, the prior work experience of the trainee, and the service strategy of the trainee, as appropriate.

II. Participant Eligibility:
OJT training services may be provided to adults, dislocated workers, and youth participants after an interview, evaluation or assessment and career planning and trainees have been determined to have the skills and qualifications to successfully participate in an OJT. Trainee must register for services through the OMJ|CC system and provide required eligibility documentation.

Employed workers may be eligible for WIOA funded OJTs when the employee is not earning a self-sufficient wage. Also, participants who have completed occupation skills training via an individual training account (ITA) may be considered for OJT if it creates an opportunity for the participant to become employed.

OJT participants are not eligible to receive Needs Related Payments (NRPs) and cannot be immediate family members of the business owner or his/her direct supervisor.

III. Employer Guidelines
A. Employer Eligibility:

Qualifying Factors:
OJT is provided under an agreement with an employer in the public, private non-profit, or private for-profit sector to WIOA eligible participants. Careful consideration should be given while selecting a participating employer, which include, but are not limited to:

1. Working conditions (safety and health);
2. Presence of health benefits;
3. Wage structure;
4. Turnover rates;
5. Adequate staff and equipment to carry out the training; and
6. Compliance with federal, state and local laws.
Disqualifying Factors:
Employers will be disqualified from participating in the OJT program in the following situations:
1. Outstanding Local, State and/or Federal tax liability: OMJ|CC will require the businesses to disclose any known outstanding tax liabilities prior to entering into contract, and may consider existing violations when determining eligibility to receive on-the-job worker training funds.
2. Failure to retain participants: OMJ|CC will not enter into an agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued permanent employment.
3. Failure to provide comparable working conditions: The employer must comply with all applicable federal, state, local laws and regulations related to providing reasonable working conditions. OJT participants are not permitted to train or work in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the trainee's health or safety.
4. Relocation: If during completion of the employer information form, it is determined that a business has relocated from one U.S. labor market to another and caused dislocation at the original location, OJTs may be available at the new location only after the business has conducted work at the new location for more than 120 days.
5. Layoff: A worker who loses a job through no fault of his/her own is considered laid off. All workers determined eligible for unemployment compensation have been determined to be laid-off.

If the employer has laid off someone from a similar or "substantially equivalent" work at the same local operation, no OJT or other subsidized employment is permitted. The work is considered substantially equivalent if the overlap between the work (duties and job titles) is 80% or greater. If more than one person is laid off from a substantially equivalent job, and all these persons worked their last day more than six months before the training plan begins, the OJT may proceed and the employer may be reimbursed regardless of the previous layoffs.

6. Worker displacement: Training positions covered may not have been created by the displacement of an unsubsidized employee by a WIOA subsidized employee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits. There is no requirement for the job to be similar or substantially equivalent. The key is employer intent: if an unsubsidized employee's earnings are reduced by hiring a WIOA subsidized participant to offset the lost productivity, it is considered displacement.
7. Private Placement Agencies: OJT funding will not be considered for any temporary, temp-to-hire positions, and/or hiring transactions through a temporary staffing agency.
8. Other Disqualifiers:
   a) Any position which is temporary or seasonal in nature
   b) Any position which is less than full time (32 hrs wk)
   c) Any position which does not offer benefits equal to those offered to other employees in similar positions.

B. Demand for Occupation in Labor Market
OJT positions must be for jobs that are in demand in the local labor market.

C. Prohibited OJT Activities
The following types of activities are prohibited from OJT:
1. Sectarian activities: Funds provided to employers for OJT may not be used to employ the participant/trainee in a position involving political or sectarian activities. Furthermore, OJT participants may not assist, promote or deter union organizing, or engage in political activities during work hours.
2. Religious activities: OJT participants are prohibited to be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.

D. Registered Apprenticeship
OJT contracts may be written with registered apprenticeship programs or participating employers in registered apprenticeship programs for the OJT portion of the registered apprenticeship program. Depending on the length of the registered apprenticeship and State and local policies, these funds may cover some or all of the registered apprenticeship training.

E. Coordination with Trade
If a participant is already enrolled in a WIOA-funded OJT and subsequently becomes eligible for funding through TAA, OMJ|CC will determine whether to continue funding the OJT with formula dollars or to fund the remainder of the training with TAA funds.

**Employer Application & Selection Process**

1. Employer will provide a detailed training curriculum/outline and/or work with OMJ|CC staff to:
   a) Identify all the skills that a worker must possess in order to satisfactorily perform the job(s) identified by the employer, (O*Net or My Next Move can be used as a reference for further job specifications when the employer does not or is unable to provide this level of information.)
   b) Determine the amount of time that a worker should need to learn each skill.

2. The potential OJT employer must complete an Employer Checklist form providing information to help determine if the employer is eligible to participate in the OJT program.

3. Once a trainee has been identified, OMJ|CC staff and the employer will compare the trainee’s skills to those deemed necessary by the employer. A training plan will be developed. The plan will identify what skills need to be learned and the total hours of training necessary.

4. **Contract Specifics**
   a) All OJTs must be negotiated to be trainee-specific and with the goal to secure permanent full-time employment for the trainee. A job retention is expected upon the trainee’s successful completion of the training.
   b) The length of an OJT Contract and the training period for which it is written is based on the amount of time that the trainee needs to learn the skills identified in the contract and the availability of funds. 
   c) An extension of the training/contract period that does not increase the dollar value of the contract can be authorized if the training is interrupted (e.g. due to trainee or instructor illness, strike, etc.).
      i. An Employer must, prior to the expiration of the original contract, provide a written request for extension AND
      ii. OMJ|CC must provide the Employer written approval of the extension prior to the new dates being requested.

5. The contract must specify the type and duration of training, the wage rate and reimbursement rate for training, a trainee training plan, and any other details relevant to the OJT.

6. Contract training jobs should be for no less than 32 hours per week at no less than $10 per hour. Exceptions may be reviewed on a case-by-case basis and would require approval from the Executive Director or his/her designee. This exception includes participants, under other funding sources, many of whom have limited work history and could be paid a minimum wage of $7.85 per hour for 20 hours per week.

7. Union concurrence is required in certain cases. The OMJ|CC’s designated representative is to obtain concurrence in writing in any case where there is a union in the work place. Failure to secure the concurrence may void the OJT and prohibit further OJT Contracts with such an employer. OJT training agreements will not be written with employers who are currently involved in a labor dispute.

8. Additional factors affecting award of OJT contracts:
   a) Award of an OJT contract is based on availability of funds.
   b) The OJT training occupation must not involve payment of commission wages as the primary source of wage payments to the OJT employee/trainee.
   c) The OJT training occupation must not involve political or religious activity.
   d) The training occupation should have career advancement potential and must be in accord with the trainee’s Individual Plan for Employment (IPE).
   e) The occupation must be one in which specific additional skills or credentials are a...
prerequisite for employment or upgrade in employment.
f) Training in occupations requiring a license to perform certain work shall not be allowed unless the OJT contractor/employer certifies that it is the intention to continue employment and further occupational training for the OJT employee specified until all license requirements are met.
g) The OJT training employer must comply with all applicable health and safety policies and standards required by Federal and State law.
h) No business owner may hire a member of that person’s immediate household to train under the OJT program. Scrutiny will be given to situations in which an individual related to the employer and/or his/her immediate supervisor is considered as a trainee under OJT.
i) The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in the OJT Program by any Federal Department or Agency.

9. Referral to OJT Position
a) The referral of the trainee to an employer for an interview shall occur when OMJ|CC’s designated representative has determined that the trainee will benefit from OJT and has identified suitable OJT opportunities for the trainee from existing job orders with eligible employers. Job development activities with eligible employers should be performed for those trainees planning to enter OJT in the absence of suitable job openings.
b) Prior work experience and the trainee’s Individual Plan for Employment (IPE) will be used to determine the length of contract period authorized by OMJ|CC. The training contract must be written for skills the trainee does not currently possess; the training plan must document that the new skills to be learned are different from, with greater difficulty than, and/or unique to the new job and are therefore necessary to perform the new job tasks.
c) Reverse referral of potential trainees to OMJ|CC by employers as candidates for OJT will be accepted by OMJ|CC if trainees so referred are determined eligible for OJT, are fully assessed, are exposed to other services as appropriate, and if the resulting IPE supports OJT training. In addition, the OJT employer must agree to accept referral of and interview other suitable trainees for the OJT job vacancy. For every trainee an Employer hires by reverse referral, the Employer must then agree to accept a trainee referred from OMJ|CC for subsequent OJT needs.

10. OJT Trainee Limits
a) No trainee shall be placed on more than two on-the-job training situations within a given program year. The second one is permissible only with prior approval from the Director of Workforce Development. The reason for requesting the second OJT must be specifically documented (e.g., laid-off, inappropriate job training match, company closes, etc.). Each situation will be determined on a case-by-case basis.
b) In cases where two OJT’s have been offered and were unsuccessful, it is presumed that OJT is not the appropriate training for the individual. If one or two OJTs have been completed and the individual is not retained and is seeking work, it is presumed that he/she may not be the most in need or most likely to benefit from the services as measured against the client pool of eligible applicants for OJT.

IV. On-The-Job Training Plan:
The On-the-Job Training Plan obligates training funds for a participant and outlines the planned training activities to be accomplished during the training period. Unlike the OJT agreement, the training plan is required for each participant. The OJT plan constitutes the financial obligation between the agency or service provider and the employer, and is the document which authorizes reimbursement of the agreed upon amount after successful completion of the training plan period (or the retention period, if applicable).

The duration of the OJT shall not exceed a maximum of 1,040 hours unless extenuating circumstances exist, in which case Ohio’s Workforce Case Management System (OWCMS) documentation is required. The length of the training considers several factors such as participants’ skills gap including prior work experience, the occupation for which the participant is receiving training, the content of training, and the service strategy of the participant.
V. Exceptions for individuals with disabilities or other significant barriers:
OJT participants facing a significant barrier to employment, such as a disability covered under the Americans with Disabilities Act (ADA), may be considered for a longer training duration up to 50% additional hours when compared to typical length of a similar OJT, not exceeding a maximum of 1,560 hours.

The OJT plan also identifies the skills to be learned during the OJT. OJT providers may base the identification of skills needed, as well as the justification of training duration, upon the Occupational Information Network (O*NET) and specific vocational preparation (SVP), company job description, input from the employer/supervisor, and/or other appropriate data sources.

VI. Contractual/Payment Provision
A. Invoicing
   1. The employer must invoice as required by the contract.
   2. The employer can invoice for only those hours within the OJT Contract period.
B. Wage Reimbursement
   1. Trainee wage reimbursement is based on the trainee’s wage for actual hours worked up to a maximum of forty hours per week. Overtime hours, bonuses or commissions will not be reimbursed. Wages paid for time not worked will not be reimbursed (sick pay, holidays, vacations.) In the event of a wage increase, the contract reimbursement rate may be increased upon approval by OMJ|CC.
   2. Trainee wages are not reimbursable on days when the trainee is absent (whether paid or unpaid, approved or unapproved) or when training does not take place for other reasons (e.g. because of instructor absence, holiday, etc.). The employer is solely responsible for insuring that OMJ|CC is not invoiced on such occasion.

VII. OJT Limitations
A. Due to limitations in funding, the number of training hours identified for wage reimbursement could be limited. The maximum OJT amount authorized per trainee will be limited based upon the trainee's hourly wage rate. -
B. The maximum reimbursement rate to the employer is 50% of the wage rate of the trainee up to $5,000 depending on the skills of the OJT Trainee and the OJT training cost.

VIII. Policy Exemptions
Exceptions to the OJT policy may be presented in writing to the Director of Workforce Development or designee. The exceptions must be for local requirements (i.e. maximum OJT amount, reverse referrals of OJT trainees and OJT limitations) and must not be in violation of federal or state requirements. Exceptions may be granted based on the funding source, trainee wage rate, employers’ efforts to hire OMJ|CC-referred job seekers and the technical training requirements of the job.

All exceptions must be documented in the OJT training plan. An OJT Exception Request must be submitted and approved before the end date of the training plan. Exceptions also must be documented in the participant's case notes, and in OWCMS.

IX. Monitoring
Monitor will visit employer sites, no less than one visit within a six-month period unless issues of non-compliance arise. Monitor will work with employer to resolve any findings of non-compliance.
Monitor:
- Will document information received directly from the OJT participants;
- Will document the trainee’s supervisor's perspective about the training progress;
- Review’s the employer payroll records;
- Document that the training was provided to the participant;
- Confirm that the employer reimbursement rate complies with policy; and
- Other applicable OJT rules and requirements.

Rev. 2.09.16
OJT Requirements

KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer’s standard for each “skill to be learned” as shown in the Training Plan.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular “straight time” for actual hours worked with no overtime premium, holiday pay or fringe benefits included.

Contact your OhioMeansJobs|Cleveland-Cuyahoga County (OMJ|CC) representative within 30 days if a Trainee quits or gets fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.

2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.

3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.

4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating under this Agreement.

5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.

6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ|CC will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.

7. The Employer shall notify OMJ|CC in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.

8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.

9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.

10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.

11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.

12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.

13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act of 2014 and/or any other Local, State or Federal funds awarded through OMJ|CC.

14. EMPLOYER agrees to hold harmless OMJ|CC for ineligible costs and insures that OMJ|CC shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ|CC and insure that OMJ|CC shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ|CC and amendment to the Agreement.

16. Both parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.

17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through OMJ|CC’s administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.

18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.

19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.

20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services. The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by Workforce Innovation and Opportunity Act of 2014 and/or any other Local, State or Federal funds which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.

21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ|CC will be trained under this OJT agreement.

2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.

3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.

4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.

5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee’s health or safety.

6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.

2. Appropriate worker’s compensation insurance protection will be provided to all Trainees by the EMPLOYER.

3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage.

4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the EMPLOYER.

5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.

6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers’ compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
RECORDS
1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for a period of at least three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.

2. The Employer agrees that authorized representatives of OMJ|CC shall be given reasonable access to facilities and records.

3. At any time during normal business hours and as often as OMJ|CC, State of Ohio, DOL and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ|CC, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ|CC, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.

4. The Employer will report OJT hires and terminations to OMJ|CC.

AGREEMENT TERMINATION
1. The performance of work under this Agreement may be terminated by OMJ|CC or the Employer for good cause or convenience.

2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.

3. Termination shall be by one of the following methods:
   a. Termination for cause:
      OMJ|CC may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ|CC shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.

   b. Termination for convenience:
      OMJ|CC or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ|CC shall allow full credit to EMPLOYER for the Federal share of the non-cancellable obligations, properly incurred EMPLOYER prior to termination.

4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ|CC for damages sustained by OMJ|CC, by virtue of the breach of the Agreement, by the exact amount of damages due OMJ|CC from the EMPLOYER, is agreed upon or otherwise determined.

5. In the event of any modification, termination or other amendment to the Workforce Investment Act of 1998, either by the act of Congress or administratively by the President of the United States, OMJ|CC reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION
The EMPLOYER and OMJ|CC may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer’s compensation, which are mutually agreed upon between OMJ|CC and the EMPLOYER, shall be incorporated by written amendment to this Agreement.